

**WHILE THE LEASE AND ASSOCIATED RFI DOCUMENTS ARE INTENDED TO BE IN SUBSTANTIALLY THE SAME FORM, TVA RESERVES THE RIGHT TO MAKE MODIFICATIONS IT REQUIRES IN ITS SOLE DISCRETION.**

**ADDITIONAL LEASE CLAUSES - FOR HUNTSVILLE SUB-STATION SITE ONLY**

*NOTE: The following clauses would apply to the substation site only and would be added to the Lease in order to cross reference with the associated land Easement.*

- *Merge under Section 1, Premises, end of first sentence, after the definition of “Premises”:* “The Premises shall be built upon a \_\_\_\_\_ acre tract of land with a \_\_\_\_\_ acre access road, both located at \_\_\_\_\_ being further described by a surveyed map and written description as reflected in TVA records as map \_\_\_\_\_ (“**Land**”), which was conveyed heretofore by TVA to Lessor under that certain Grant of Permanent Easement of even date herewith (“**Easement**”) in accordance herewith.”
- *Section 21, Construction and Acceptance, add the following in the first sentence after the word “Lease” and before the word “and”:* “and the Easement without the need for further notice or demand”.
- *Insert in the last sentence under Section 10, Destruction, after the word “Lease” and before the phrase “and/or take advantage”:* “and rely on Section 3.C. of the Easement” (The Easement will include language which provides for the Lessor to purchase the reversionary value of the Easement, based on the remaining term of the Lease, if the destruction occurs within 5 years.)
- *Insert as Section 3.d:*

“d. Purchase Option: Subject to the terms and conditions contained herein and upon one (1) year’s prior written notice, TVA shall have an exclusive right to purchase the Premises at anytime after the end of the Term, without regard to rental periods at the then-current appraised value of the Premises and Land (“Property”) (“**Fair Market Value**”), which shall be obtained by TVA at its sole cost and expense. In the event Lessor and TVA fail to agree as to the Fair Market Value, Lessor shall obtain an appraisal by an appraiser licensed in the State of Alabama and designate by the Member of the Appraisal Institute, at its sole cost and expense. The Fair Market Value shall then be determined by an average of the two appraisals. Upon the closing for the purchase of the Property, the Easement shall revert to TVA at no additional expense or cost to TVA and without the need for notice or demand to Lessor; provided, however, Lessor hereby agrees that if TVA purchases the Property, it will execute and deliver any and all documentation to complete such purchase and reversion.”
- *Insert as Section 25:*

“26. Easement. This Lease is subject to the terms and conditions contained in the Easement.”